

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY
COURT NO. 13**

A.I. ENTERPRISE	§	
Plaintiff Below,	§	
Appellant	§	
	§	
VS	§	C.A. No. JP13-18-005660
	§	
	§	
SYLVIA COOPER	§	
Defendant Below,	§	
Appellee		

TRIAL DE NOVO

Submitted: July 26, 2018
Decided: August 9, 2018

APPEARANCES:

A.I. Enterprise, Plaintiff appeared through Form 50 agent Lidia Ini
Sylvia Cooper, Defendant appeared pro se

Thomas Brown, Justice of the Peace.
Nina Bawa, Justice of the Peace.
Gerald Ross, Justice of the Peace.

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CIVIL ACTION NO: JP13-18-005660

A I ENTERPRISE VS SYLVIA COOPER

ORDER ON TRIAL DE NOVO

This case is a summary possession action brought by Plaintiff A.I. Enterprise against Defendant Sylvia Cooper on May 15, 2018. The case was originally heard before a single judge, (Page J.) on June 18, 2018. After trial, a judgment was entered in favor of the Plaintiff and against Defendant for rent, late fees and water bill through May 31, 2018 in the amount of \$445.64. Possession remained with Defendant. Plaintiff A.I. Enterprise filed a timely appeal pursuant to 25 Del. C. § 5717. Trial de Novo was held on July 26, 2018.

At the *de novo* hearing, Plaintiff A.I. Enterprise was represented by Form 50 Agent Lidia Ini. Defendant Sylvia Cooper was self-represented. The three-judge panel consisted of Judge Brown, Judge Bawa and Judge G. Ross.

Plaintiff A.I. Enterprise seeks \$2439.25 in rent, water bills, and late fees plus possession of the rental unit from Defendant. Plaintiff mailed a 5-day notice to Defendant on May 7, 2018 via certificate of mailing demanding \$1654.69. Plaintiff argues that she was not properly notified of any needed repairs until July 2, 2018, and these items were repaired on July 2 through July 5, 2018. Plaintiff submits into evidence the rental agreement, rental application, water bills, ledger, work orders, photographs of the repairs completed, and various correspondence with Defendant. Plaintiff testifies that some of the payments made by Defendant went towards two prior water bills, City of Wilmington violations and a prior judgment which has been satisfied.


Defendant disputes the amount owed and also asserts a verbal counterclaim for conditions of the rental unit, including broken pipes, leaking sink, broken steps, railing in disrepair and broken floor tiles. Defendant submits into evidence proof of payments for three payments: \$743.00 on February 26, 2018, \$650.00 on February 22, 2018 and \$650.00 on May 11, 2018. Defendant also submits into evidence photographs of the conditions of the rental unit from July 1, 2018 and a request for repairs dated July 1, 2018 send to Plaintiff.


After a careful review of the evidence and testimony presented, the Court finds that the Plaintiff met the burden of proof on the case-in-chief to show that Defendant failed to pay rent as required. The Court finds that all of the tenant's payments were properly credited towards the outstanding balance. On the case-in-chief, the Court awards to Plaintiff \$2439.25.

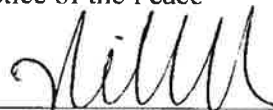
On the counterclaim, the Court finds that the tenant failed to meet the burden of proof. The tenant admits she did not properly notify the landlord of the problems with the unit until July 1, 2018 and it is clear from the evidence presented that the landlord repaired the problems July 2, 2018 through July 5, 2018. Therefore, the Court finds for the landlord against the tenant on the counterclaim.

The Court finds, by a preponderance of the evidence, for the Plaintiff. Therefore, judgment is awarded in favor of Plaintiff A.I. Enterprise and against Defendant Sylvia Cooper for \$2439.25 plus \$93.75 court costs plus \$21.67 per diem rent plus possession plus post-judgment interest at the rate of 7.5% per annum.

IT IS SO ORDERED 09th day of August, 2018


(for) THOMAS P. BROWN
Justice of the Peace


NINA M. BAWA
Justice of the Peace


(for) GERALD ROSS III
Justice of the Peace



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).